ARTICLE IV INTERCONNECTION AND TRANSPORT AND TERMINATION OF TRAFFIC

1. Services Covered by This Article.

- Types of Services. This Article governs the provision of intermetwork facilities (i.e., physical interconnection services and facilities), meet point billing by GTE to Nextel or by Nextel to GTE and the transport and termination and billing of Local, IntraLATA Toll, optional EAS traffic and jointly provided Interexchange Carrier Access between GTE and Nextel. The services and facilities described in thii Article IV shall be referred to as the "Services."
- 1.2 Service Locations for intersection Services and Facilities. Appendix A, Service Matrix, attached to this Agreement end made a part hereof, sets forth the Services end each location in the State where a Service shall be provided (the "Service Locations") and the interconnection Point ("IP") for such Services. The Parties shall update Appendix A (including the accompanying Service Attachment Appendix B) whenever a new Service or a new Service Location is added to this Agreement in accordance with Section 1.3.
- Additional Services or Service Locations. If, during the term of thii Agreement, GTE desires to provide to Nextel and Nextel desires to purchase from GTE, or Nextel desires to provide to GTE and GTE desires to purchase from Nextel, additional services in the State, or existing Services in new locations in the State, GTE shall complete a new Appendix A Service Matrix and Appendix B Service Attachment(s) and provide to Nextel. The Appendix A shall he signed by GTE's authorized Account Manager and an authorized representative of Nextel, applied to this agreement, and thereby made wholly a part of and subject to this Agreement. Upon the date indicated on the Service Attachment accompanying the Service Matrix and continuing through the remaining term of this Agreement, the new Services shall be deemed part of the Services provided pursuant to this Article and/or the new locations shall he deemed part of the Service Locations.

2. Billing and Rates.

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- 2.1 Rates and Charges Customer agrees to pay to Provider the rates and charges for the Services set forth in the applicable appendices to thii Agreement. Rates and charges are set forth In Appendix C attached to this Agreement and made a part hereof.
- 2.2 <u>Billing.</u> Provider shall render to Customer a hill for interconnection services on a current basis. Charges for physical facilities and other nonusage sensitive charges shall he billed in advance, except for charges and credits associated with the initial or final bills. Usage sensitive charges, such as charges for termination of Local Traffic, shall be billed in arrears. Nextel b required to establish trunks pursuant to Section 4.3.3 of this Article.

3. Transport and Termination of Traffic.

3.1 <u>Traffic to be Exchanged.</u> The Parties shall reciprocally terminate Local, intraLATA Toll, optional EAS and jointly provided Interexchange Carrier Traffic originating on each others networks utilizing either Direct or Indirect Network Interconnections as provided in thii Article IV. To this end, the Parties agree that there will be interoperability between their networks. The Parties agree to exchange traffic associated with third party LECs, CLECs and Wireless Service Provider% pursuant to the compensation arrangement specified in Section 3.3 herein. In addition, the Parties will notify each other of any anticipated change in traffic to be exchanged (e.g., traffic type, volume).

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- 3.2 Compensation For Exchanae Of Traffic. The Parties shall compensate each other for the exchange of Local Traffic originated by or terminating to the Parties' end user customers in accordance with the Agreement, The Parties agree to the initial state level exempt factor representative of the share of traffic exempt from local compensation. This initial exempt factor is identified in Appendix C. This factor will be updated quarterly in like marriar compensation can be measured, the actual exempt traffic that be exempt from local compensation can be measured, the actual exempt traffic will be used rather through the above factor. Charges for the transport end termination of non-local traffic shall be in accordance with the Parties' respective intrestate access tariffs, as appropriete.
- Tandem Switching Traffic (Transiting). GTE will provide tandem s&itching for traffic between the Parties' end offices subtending or interconnected with the GTE access tandem, as well as for traffic between Nextel's end users and any other Local Provider which is Interconnected to the GTE access tandems a% follows:
 - 3.3.1 Nextel will compensate GTE for each minute of originated tandem switched traffic which terminates to third party (e.g., other CLEC, ILEC, or wireless service provider). The applicable rate for the charge b identified in Appendix C.
 - 3.3.2 Nextel also assumes **responsibility** for **compensation** to the Local Provider which **terminates** the call.
 - 3.3.3 The Parties agree to enter into their own agreements with third-party providers. In the event that Nextel sends traffic through GTE's network to a third-party Local Provider with whom Nextel does not have a traffic interexchange agreement, then Nextel agrees to indemnity GTE for any termination charges rendered by such third-party Local Provider for such traffic.
- 3.4 Inter-Tandem Switching. The Parties will only use inter-tandem switching for the transport and termination of intraLATA toll traffic originating on each other's network at and after such time as either Nextel has agreed to and fully implemented an existing intraLATA toll compensation mechanism such 8s IntraLATA Terminating Access Compensation (ITAC) or a functional equivalent thereof. The Parties will only use inter-tandem switching for the transport and termination of Local Traffic originating on each other's network at and after such Ume as the Parties have agreed to and fully implemented generally eccepted industry signaling standards and AMA record standards which shall support the recognition of multiple tandem switching events.

4. <u>Direct Network Interconnection</u>.

- Active Network Interconnection Architecture. Nextel may interconnect with GTE on its network at any of the minimum Currently Available points required by the FCC. Interconnection at additional points will he reviewed on an individual case basis. Where the Parties mutually agree following a Bona Fide Request to directly interconnect their respective networks, interconnection will be as specified in the following subsections. Based on the configuration, the installation time line will vary considerably, however, GTE will work with Nextel in all circumstances to install "IPs" within 120 calendar days absent extenuating circumstances. Internetwork connection and protocol must be based on Industry standards developed consistent with Section 258 of the Act.
 - 4.1.1 Subject to mutual agreement, the Parties may use the following types of network facility interconnection, using such interface media as are (i) appropriate to support the type of interconnection requested and (ii) available at the facility at which interconnection is requested.

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- (a) A Mid-Span Fiber Meet within an existing GTE exchange area whereby the Parties mutually agree to jointly plan and engineer their facility "!P" at a designated manhole or junction location. The "IP" by the demarcation between ownership of the nber transmission facility. Each party by individually responsible for its incurred costs in establishing this arrangement.
- (b) A virtual or physical Expanded Interconnectton Service (EIS) arrangement at a GTE wire center subject to the rates, terms, %nd condition contained in GTE's applicable tariffs.
- (c) A special access and/or CLEC Dedicated Transport smngement terminating at a GTE wire center subject to the rates, terms, and conditions contained in GTE's applicable tariffs. These facilities will meet the standards set forth in such tariffs.
- 4.1.2 Virtual and physical EIS arrangement% are governed by appropriate GTE tariffs.
- 4.1.3 The **Parties will** mutually designate **at least** one IP on GTE's network **within** each GTE local calling **area** for the **routing** of Local **Traffic.**
- 4.2 <u>Compensation</u> The Parties agree to the following compensation for internetwork facilities, depending on facility type.
 - 4.2.1 Mid-Span Fiber Meet: GTE will charge special access (flat rated) transport from the applicable intrastate access tariff and will rate charges between the "IP" and GTE's interconnection switch. Charges will be reduced to reflect the proportionate share of the facility that b used for transport of traffic originated by GTE. The initial proportionate share factor for facilities is set forth in Appendix C. This factor will be updated quarterly in like manner or as the Parties otherwise agree. Nextel will charge flat rated transport to GTE for Nextel facilities used by GTE at Nextel tariffed rates or as mutually agreed. Nextel will apply charges based on the lesser of; (i) the airline mileage from the "IP" to the Nextel switch; or (ii) the airline mileage from the GTE switch to the serving area boundary.
 - 4.2.2 Collocation: GTE will charge virtual or physical EIS rates from the applicable GTE tariff. Nextel will charge GTE flat rated transport at Nextel tariffed rates or as mutually agreed, to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. Nextel will apply charges based on the lesser of (i) the airline mileage from the "IP" to the Nextel switch; or (ii) two (2) times the airline mileage from the GTE switch to the serving area boundary.
 - 4.2.3 Special Access and/or CLEC Dedicated Transport: GTE will charge special access and/or switched access rates from the applicable GTE intrastate access tariff. Charges will he reduced to reflect the proportionate share of the facility that is used for transport of traffic originated by GTE. The Parties will negotiate an initial factor represent&e of the proportionate share of the facilities. This factor will be updated quarterly in like manner or as the Parties otherwise agree.
 - 4.2.4 The Parties' proportionate share of Rat rated transport facilities will be based upon the Parties' proportionate usage of the facilities, as specified in Appendix C.

4.3 <u>Trunkina Requirements.</u>

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4.3.1 The Parties agree to establish trunk groups of sufficient capacity from the interconnecting facilities such that trunking is available to any switching Center

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designated by either Party. including end offices, tandems, 911 routing switches, and directory assistance/operator service switches. The Parties will mutually agree where one-way or two-way trunking will he available. The Parties my use two-way trunks for delivery of Local Traffic or either Party may elect to provision its own one-way trunks for delivery of local traffic to the other Party. If a Party elects to provision its own one-way trunks, that Party will he responsible for its own expenses associated with the trunk%.

- 4.3.2 Nextel shall make available to GTE trunks over which GTE shall terminate to end users of Nextel-provided Exchange Services, Local Traffic and intraLATA toll or optional EAS traffic originated from end users of GTE-provided Exchange Service.
- A3.3 Nextel and GTE shall, where applicable, make reciprocally available, by mutual agreement, the required trunk group to handle different traffic types. Nextel and GTE will support the provisioning of trunk group that carry combined or separate Local Traffic and intraLATA toll and optional EAS traffic. GTE requires separate trunk groups from Nextel to originate end terminate interLATA calls and to provide Switched Access Service to IXCs. To the extent Nextel desires to have any IXC originate or terminate switched access traffic to or from Nextel, using jointly provided switched access facilities routed through a GTE access tandem, it la the responsibility of Nextel to arrange for such IXC to issue a Letter of Authorization (LOA) to GTE to direct GTE to route the traffic. If GTE does not receive an LOA from the IXC, GTE will initially route the switched access traffic between the IXC and Nextel. If the IXC subsequently indicates that it does not want the traffic routed to or from Nextel, GTE will not route the traffic.
 - 4.3.3.1 Each Party agrees to route **traffic only** over the proper **jurisdictional** trunk group.
 - 4.3.3.2 Each Party shall **only deliver traffic** over the local interconnection trunk groups to the other **Party's access** tandem for those **publicly-dialable** NXX Codes **served** try bnd offices that **directly** subtend the **access** tandem or to those other Local **Providers** that **directly** subtend the **access** tandem.
 - 4.3.3.3 Neither party shall route **Switched** Access Service **traffic** over local interconnection trunks, or local **traffic** wer **Switched** Access Service trunks.
- 4.3.4 The Parties will work together to establish high usage end-office trunk group sufficient to handle the greater of the actual or reasonably forecasted traffic volumes between Nextel end office and a GTE end office.
- 4.3.5 Nextel will provide PLU factors on a quarterly basis to identify the proper jurisdiction (local or non-local) of each call type that is carried over the local interconnection trunks. If these percentages are not received quarterly, the Parties shall use the last previous reported percentages. The PLU factor is identified on Aooendlx C.
- 4.3.6 Reciprocal **traffic** exchange arrangement trunk **connections** shall **be made at a**OS-1 or multiple OS-1 level, OS-3, **(SONET** where technically **available)** and **shall**be jointly-engineered to an **objective P.01** grade of Service.
- 4.3.7 Nextel and GTE agree to use diligent efforts to develop and agree on **a** Joint Interconnection Grooming Plan **prescribing** standards to ensure **that the** reciprocal traffic exchange arrangement trunk groups are **maintained** at consistent

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- P.01 or better grades of service. Such plan shall also Include **mutually-agreed** upon **default** standards for the configuration of all segregated trunk groups.
- 4.3.8 SS7 Common Channel Signaling will be used to the extent that such technology is available. If SS7 is not available, Multi-Frequency Signaling (MF) will be used as specified.
- 4.3.9 The Parties agree to offer and provide to **each** other **B8ZS Extended Superframe** Format (**"ESF") facilities**, where available, capable of voice and data **traffic** transmission.
- 4.3.10 The Parties will support intercompany 64kbps clear channel where available.

4.4 Trunk Forecasting.

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- 4.4.1 The Parties will work towards the development of **joint forecasting** of trunk groups. intercompany forecast **information** must be provided **by** the Parties to each other twice a year. The **semi-annual** forecasts **will** include:
 - 4.4.1.1 yearly forecasted trunk quantities for no lees than a two-year period (current year, plus one year); and
 - 4.4.1.2 the use of (i) CLCI™-MSG codes, which are described in Bellcore document BR 795-100-100; (ii) circuit identifier codee as described in BR 795-400-100; and (iii) Trunk Group Serial Number (TGSN) as described in BR 751-100-195.
- 4.4.2 Description of major network projects that affect the other Party will be provided with the semi-annual forecasts provided pursuant to Section 4.4.1. Major network projects include but are not limited to trunking or network rearrangements, shii in anticipated traffic patterns, or other activities by either Party that are reflected by a significant increase or decrease in trunking demand for the following forecasting period.
- 4.4.3 GTE and Nextel will work together to begin providing these forecasts within thirty (30) days after the effective date of this Agreement New trunk groups will be implemented as dictated by engineering requirements for either Party.
- 4.4.4 Parties will meet to review and reconcile their forecasts if their respective forecasts differ significantly from one another.
- 4.5 Trunk Facility Under the artist once a year the Parties shall exchange trunk group measurement reports for trunk groups terminating to the other Party's network. In addition and from time to time, each Party will determine the required trunks for each of the other Party's trunk groups from the previous 12 months servicing data. Required trunks will be based on an objective P.01 grade of service or the Joint Interconnection Grooming Plan referenced in Section 43.7 above. Likewise, from time to time trunk groups with excess capacity will be identified to the other Party as eligible for downsizing. Excess capacity exists when a trunk group, on a modular trunk group design basis, has 24 trunks (one modular digroup) or ten (10) percent, whichever is larger, over the required number of trunks. The Party with excess trunking capacity will assess the trunk capacity based on forecasted requirements for the next 12 months. If after 12 months the trunk group continues to have excess capacity, the Party agrees to take steps to disconnect all excess capacity.

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- 4.8 <u>Network Redesigns Initiated by GTE</u>. GTE will not charge Naxtal when GTE initiates its own network redesigns/reconfigurations.
- 4.7 <u>Interconnection Calling end Called Scopes for the Access Tandem interconnection and the End Office Interconnection.</u>
 - 4.7.1 GTE Access Tandem Interconnection celling scope (originating and terminating) is to those GTE end offices which subtend the GTE access tandem to which the connection is made except es provided for in Section 3.3 of thb Article IV.
 - 4.7.2 GTE End Office Interconnection calling scope (originating end terminating) is only to the and office and its remotes to which the connection is made.
- 5. Indirect Nework Interconnection. Fither Party mey deliver traffic destined to terminate et the other Party's end office via another local provider's tandem provided that the Parties have established compensation agreements appropriate to thii arrangement Neither Party shall deliver traffic destined to terminate at the other Party's end office via another local provider's and office. In addition, except as provided in section 3.4 of this Article, neither Party shall deliver traffic destined to terminate at en end office subtending the other Party's access tandem via another local provider's access tandem.

6. Number Resources.

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- Norther Assignment. Agreement shall be construed to, in any manner, limit or otherwise adversely Impact Nextel's right to employ or to request and be assigned any NANP number resources including, but not limited to, Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines. Any request for numbering resources by Nextel shall be made directly to the NANP Number Plan Administrator. Except with respect to those areas in which GTE is the NANP Number Plan Administrator, GTE shall not be responsible for the requesting or assignment of number resources to Nextel. The Parkas agree that disputes arising from numbering assignment shall be arbitrated by the NANP Number Plan Administrator. Naxtal shell not request number resources to be assigned to any GTE switching entity.
 - 6.1.1 Each Party shall be responsible for notifying its customers of any changes in numbering or dialing arrangements to include changes such as the introduction of new NPAs or naw NXX codes. Each Party is responsible for administering NM codes assigned to it.
- 6.2 Blocks of 100 Numbers Assignment. Naxtal may elect to associate a GTE end office interconnection with telephone number groups from the same GTE and office at which the interconnection is established, Blocks of 100 numbers will be provided by GTE to Naxtel as available from the NXX codas of that GTE end office. GTE will charge and Nextel agrees to pay to GTE the charge par block of 100 numbers as indicated on Aooendii C end the applicable Service Attachment. This interconnection, arrangement may be established as a one-way trunk only used to carry traffic terminating to and user customers of Naxtal. Where technically feasible, this Interconnection arrangement may also be astablished on a two-way basis for use by Nextel to access any ancillary services that may be provided by GTE. Any use of this interconnection arrangement other than that spacitiad in thii section is outside the scope of thii Agreement and such usage is subject to charges associated with the services used by Naxtel. SS7 signaling is not available with this GTE and office interconnection arrangement. Nextel is solely responsible for the cost of the interconnection facilities. The sole compensation for traffic terminating to Naxtal over this interconnection arrangement will be paid by GTE at the rata indicated on Appendix C.

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- Rata Centers. For purposes of enabling GTE to appropriately apply its toll tariff to its and user customers, the Parties will utilize Rata Canton published in the LERG for all NPA-Nxx codes.
- Routing Points. Nextel will also designate a Routing Point for each assigned NXX coda. Nextel may designate one location within each Rata Canter as a Routing Point for the NPA-NXX associated with that Rata Canter; alternatively Naxtal may designate a single location within one Rata Canter to serve as the Routing Pdnt for all the NPA-NXXs associated with that Rate Canter and with one or more other Rata Canters served by Nextel within an existing GTE exchange area and LATA.
- 6.5 Code and roumbers Agministration
 requirements as prescribed by the 'FCC, the Commission, and accepted industry
 guidelines. Where GTE is the NANP Number Plan Administrator, GTE will administer
 number resources, and charge for such administration in accord with applicable rules and
 regulations. GTE will administer numbering resources in a competitively neutral manner.
 and process requests for NXX codas in a timely manner and in accord with industry
 standards. The Parties shall protect Nextel proprietary information that may be submitted
 to GTE in connection with GTE's responsibilities es NANP Number Plan Administrator in
 accordance with Article III, Section 10 of thii Agreement
- 6.6 Programming Switches. It shall be the responsibility of each Patty to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide ("LERG") guidelines to recognize and route traffic to the other Party's assigned NXX codas. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

7. Meat-Point Billing (MPB).

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7.1 Meet-Point Arrangements.

- 7.1.1 The Parties may mutually establish MPB arrangements in order to provide Switched Access Services to Access Service customers via a GTE access tandem in accordance with the MPB guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents.
- 7.1.2 Except in instances of capacity limitations, GTE shall permit and enable Naxtel to subtend the GTE access tandem(s) nearest to the Naxtal Rating Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem, Naxtal shall be allowed to subtend the next-nearest GTE access tandem in which sufficient capacity is available.
- 7.1.3 Interconnection for the MPB arrangement shall occur at the "IP".
- 7.1.4 Common Channel Signaling shall be **utilized** in conjunction with MPB arrangements to the extent such signaling **is** resident in the GTE access **tandem** switch.
- 7.1.5 Nextel and GTE will use diligent efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4. or any successor tariff, sufficient to reflect this MPB arrangement, including MPB percentages.

- 7.1.6 As detailed in the MECAB document, Nextel and GTE will, in a timely fashion, exchange all information necessary to accurately, reliably and promptly bill Access Service customers for Switched Access Services traffic jointly handled by Naxtal and GTE via the meet-point arrangement Information shall be exchanged in Exchange Message Record ("EMR") format, on magnetic tape or via a mutually acceptable electionic file transfer protocol.
- 7.1.7 Naxtel and GTE shall work **cooperatively** to coordinate rendering of Meet-Point bills to customers, and shall **reciprocally** provide each other **usage** date and related information at the **appropriate** charge.

7.2 Compensation.

- 7.2.1 Initially, billing to Access Service customers for the Witched Access Services jointly provided by Nextel and GTE via the MPB arrangement shall be according to the multiple-bill method as described in the MECAB guidelines. This means each Party will bill the portion of service it provided at its appropriate tariff, or price list.
- 7.2.2 Subsequently, Nextel and GTE may mutually agree to implement one of the following options for billing to third parties for the Switched Access Services jointly provided by Naxtal and GTE via the MPB arrangement: single-bill/single tariff method, single-bill/multiple tariff method. or to continua the multiple-bill method. Should either Party prefer to change among these billing methods. that Party shell notify the other Party of such a request in writing, ninety (90) Business Days in advance of the data on which such change is desired to be implemented. Such changes then may be made in accordance with MECAB guidelines and if the Parties mutually agree, the change will be made.

8. <u>Common Channel Signaling.</u>

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- 6.1 <u>Service Description</u>. The Parties will provide CCS to one another via **SS7** network interconnection, where and es available, in the manner **specified** in FCC Order 96-187, in conjunction with all **traffic** exchange trunk groups. **SS7** signaling and transport services shall be provided by GTE in accordance with the **terms** and conditions of **this Section 8** of **this** Article. The Parties will cooperate on the exchange of all appropriate SS7 massages for local and **intraLATA** call sat-up signaling, Including **ISUP** and Transaction **Capabilities Application** Part ("TCAP") massages to **facilitate** full **interoperability** of all CLASS Features and functions between their **respective** networks. Any other SS7 **message** services to be provided using TCAP **messages** (such es data base **queries**) **will** be jointty negotiated and agreed upon.
- Signaling Parameters. All SS7 signaling parameters will be provided in conjunction with traffic exchange trunk groups, where and as available. These parameters include Automatic Number Identification ("ANI"), Calling Party Number ("CPN"), Privacy Indicator. calling party category information. originating line information. charge number, etc. Also included are all parameters relating to network signaling information, such as Carrier Information Parameter ("CIP"), wherever such information is needed for call roubing or billing. GTE will provide SS7 via GR-394-SS7 and/or GR-317-SS7 format(s).
- 8.3 <u>Privacy Indicators</u>, Each Party will honor all privacy indicators as required under applicable law.
- 8.4 <u>Connection Through STP.</u> Nextel must arrange for interconnection with the GTE STP(s) serving the LATA in which the traffic exchange trunk groups are interconnected.

- Additionally, all interconnection to GTE's 800/888 database and GTE's LIDB shall take place only through appropriate STP pain.
- Third Party Signaling Providers Nextel may choose a third-party SS7 signaling provider to transport massages to and from the GTE SS7 network. In that event, that third party provider must present a letter of agency to GTE, prior to the testing of the interconnection, authorizing the third party to act on behalf of Nextel in transporting SS7 messages to and from GTE. The third-party provider must interconnect with the GTE STP(s) serving the LATA in which the traffic exchange trunk group are interconnected.
- 6.6 <u>Multi-Frequency Signaling</u>. In the case where CCS b not available, in hand Multi-Frequency ("MF"), wink start, E & M channel associated signaling with ANI will be provided by the Parties. Network signaling information, such as CIC/OZZ, will be provided wherever such information b needed for call routing or billing.
- 9. Network Outages GTE shall work with Nextel to establish reciprocal responsibilities for managing network outages and reporting. Each party shall be responsible for network outage as a result of termination of its equipment in GTE wire center or access tandem. Nextel shall be responsible for notifying GTE of significant outages which could impact or degrade GTE switches and services.
- Transition and Implementation. The Parties acknowtedge that there may be certain instances in which exbting arrangements between the Parties are not In accordance with the requirements of this agreement. Existing interconnection arrangements that are not In compliance with the requirements of this agreement shell not fall under the scope of the agreement until they are brought into compliance with the requirements of this agreement. Until any such arrangement be brought into compliance with the requirements of the agreement, compensation for traffic exchanged at the IP associated with such arrangement will he in compliance with effective FCC rules, specifically §51.717 if applicable. The Parties agree to use their best efforts to bring all arrangements into compliance with the tens and conditions of this agreement within six (6) months of the effective date of this agreement or within whatever other period may he mutually agreeable to the Parties.

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ARTICLE V ADDITIONAL SERVICES AND COORDINATED SERVICE ARRANGEMENTS

- 1. <u>Misdirected Calls.</u> The Parties will employ the following procedures for handling any misdirected calls (e.g., Business office, repair bureau, etc.):
 - To the extent the correct provider can be determined, each Party will refer misdirected calls to the proper provider of local exchange service. When referring such calls, both Parties agree to do so in a courteous manner at no charge.
 - 1.2 For **misdirected** repair **calls**, the **Parties will** provide their **respective** repair bureau contact number to each other on a reciprocal **basis** and provide the end user the correct contact number.
 - 1.3 In responding to **misdirected calls**, neither **Party** shall make **disparaging remarks about** each other, nor shall they use these calls as a basis for internal referrals or to **solicit** end users or to market services.

2. <u>91 1/E911 Arrangements</u>.

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- 2.1 Basic 911. GTE will provision bask 911 service over an auxiliary connection. Nextel b fully responsible for the coat of the auxiliary connection. Basic 911 does not Include detailed location information or subscribers call back number, i.e. address of cell site, description of cell sector, MIN (Mobile Identification Number). pANI (pseudo Automat& Number Identification) or ESRD (Emergency Service Routing Digits). The 911 call will be forwarded from the point of connectton with GTE to a PSAP (Public Safety Answering Point) over GTE/PSAP dedicated 911 trunks in one of two methods:
 - 2.1.1 A predetermined PSAP in which wireless 911 calls are to be handled or:
 - 2.1.2 The PSAP of the serving area in which the **auxiliary** connection **is** located. If the PSAP **is** not the correct PSAP for the location of the 911 call, the 91 1 call will **be** forwarded to the correct **PSAP** or Emergency **Service** Provider (police/ **fire/ambulance)**.
- 2.2 <u>Transport. Nextel</u> may obtain transport from GTE for the transport of the auxiliary connection at the rates set forth In GTE's intrastate **switched** access **tariff** or in GTE's intrastate **special access tariff**.
- 2.3 <u>Enhant/4ct911 (E9h11)</u> cally feasible, the Parties agree that they shall make provisions to ensure access by all of Nextel's customers to E911, as required by FCC Docket 94-102. The Parties are responsible for their own network requirements to establish E911 connectivity. A separate agreement is necessary between the Parties for E911 services to be provided by GTE.

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3. Information Services Traffic.

- Routing. Each Party shalt route traffic for Information Services (i.e. 900-976, internet, weather lines, sports lines, etc.) which originates on its network to the appropriate information Service Platform.
- 3.2 <u>Recording.</u> The Party on whose network the information services traffic originated (the "Originating Party") shall provide the recorded call detail information to the Party to whose information platform the information services traffic terminated (the "Terminating Party").

- Rating. The Terminating Party shall provide to ma Originating Party ail rating information necessary to till the information services traffic to the Originating Party's end users pursuant to the Terminating Party's agreement(s) with each information provider.
- 3.4 <u>Billing and Collection</u>. The Originating party shall till and collect such information service charges and shall remit the amounts collected to the Terminating Party less:
 - (a) a mutually agreed upon fee for **providing** billing and **collection** of the informatbn **service** charges: and
 - (b) any uncollectibles reserve. which shall be calculated based on the uncollectibles reserve in the Terminating Party's billing and collection agreement with the applicable information services provider; and
 - (c) any customer adjustment provided by the Originating Party.
- 3.5 <u>Blocking.</u> Nothing in this Agreement shall restrict either Party from offering to its end user customers the ability to block the completion of information service traffic.
- 4. <u>Dialing Format Changes</u> GTE will provide reasonable **notification** to **Nextel** of changes to local dialing format, *i.e.*, 7 to lb digit, by end **office**.

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ARTICLE VI COLLOCATION

1. P h y s i c a 1 Collocation. GTE shall provide to Nextel physical collocation of equipment pursuant to 47 CFR § 51.325 hectarary for interconnection, provided that GTE may provide virtual collocation in place of physical collocation, or in some cases deny a particular collocation request entirely, if GTE demonstrates that physical collocation, or perhaps even virtual collocation, b not practical because of technical reasons or space limitations, as provided in Section 251(c)(6) of the Act. GTE will work with Nextel to install collocation arrangements within 120 calendar days absent extenuating circumstances. GTE will provide such collocation for purposes of interconnection pursuant to the terms and conditions in the applicable federal and state EIS tariffs.

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IN WITNESS WHEREOF, each Party has executed this Agreement to be effective as of the date first above written.

By Name Connie Nicholas

Title Assistant Vice President
Wholesale Markets - Interconnection
Date November 13, 1998

NEXTEL WEST CORP.

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Date

Name _

Title

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APPENDIX A SERVICE MATRIX

Date			
Service Location (identified by tandem sewing	ID.	Sanda	
area)	(identified by CLLI code)	Services (identified by)	

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APPENDIX B SERVICE ATTACHMENTS

Service Attachment ID:

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	SERVICE ATTACHMENT ACCESS TANDEM INTERCONNECTION						
Loca	tion: city,	state (CLU c	ode)				
Legal	Entities:						
Effec	tive Date	: (Enter Effec	tive Date)				
Secti	on 1 - in t	terconnection	n Facilities				
1.1	The Interconnection facilities for thii Access Tandem Interconnection are(Enter appropriate facility type DS1 or DS3)						
	1.1.1			ion facilities are based on the (GTE Tariff or ge during the term of thb Agreement.			
		1.1.1.1	If ICB, the fo	llowing rate elements and charges apply:			
			1.1. 1.1.1	Non-recurring charges:			
				(Ikt applicable NRC rate elements and rates)			
			1.1.1.1.2	Monthly Recurring charges:			
				(list applicable MRC rate elements and rates)			
Section	on 2 - C (CS7 Access S	Service Connectio	n (To be completed if this k an SS7 interconnection.)			
2.1	The C			ection (Type S) required for thk service k provided by ropriate provider. GTE or Other.)			
	2.1. 1	bssedonthe	Access Service C Enter app ng the term of th i	connection (Type S) k provided by GTE. the facility charges are propriate, GTOC or GSTC) FCC NO. 1 Tariff and are subject to a Agreement.			

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SERVICE ATTACHMENT END OFFICE INTERCONNECTION

Locatio	on: city,	state (CLLI cod	le)		
Legal E	Intities:				
Effectiv	e Date	: (Enter Effectiv	e Date)		
Section	n 1 -In	terconnection	Facilities		
1.1		terconnectton fa		End Office Interconnection ars	_(Enter
	1.1.1 Charges for the interconnection facilities are based on the (GTE ICB) and are subject to change during the term of the Agreement.				_ Tariff o
		1.1.1.1	If ICB. the fo	llowing rate elements and charges apply:	
			1.1.1.1.1	Non-recur&g charges:	
				(Ikt applicable NRC rate elements and rates)	
			1.1.1.1.2 M	onthly Recurring charges:	
				(list applicable MRC rate elements and rates)	
Section	1 2 - CC	CS7 Access Ser	vice Connection	n (To be completed if this k an SS7 Interconnection	1.)
2.1	The C	CCS7 Access S		ction (Type S) required for this service k pro ropriate provider, GTE or Other.)	wided by
	2.1 .1	based on the		onnection (Type S) k provided by GTE. the facility ch ropriate. GTOC or GSTC) FCC NO. 1 Tariff and are s	

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APPENDIX C

RATES AND CHARGES FOR TRANSPORT AND TERMINATION OF TRAFFIC

General. The rates contained in this Accendix C err the rates as defined in Article IV and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine GTE's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered GTE costs (including GTE's interim Universal Service Support Surcharge)), the establishment of a competitively neutral universal service system, or any appeal or other litigation.

Rates and billing factors in this <u>Appendix C</u> become effective upon compliance with all terms and condiins of this Agreement, specifically including <u>Article IV</u>, <u>Section 10</u>, <u>Transition</u> and <u>Implementation</u>.

LOCAL TRANSPORT AND TERMINATION RATES

A. Transport and Termination Rate

Access Tandem Rate per MOU:

\$0.0070

This rata is reciprocal and symmetrical for Local **Traffic** exchanged **between** GTE and Nextel and applies for all Local Traffic **MOUs** exchanged at an **IP associated with** a GTE access tandem. Rate based on most current GTE cost studies.

End Office Rate MOU:

50.0050

This rata is reciprocal and symmetrical for Local **Traffic** exchanged between GTE and Nextel and applies for all Local **Traffic MOUs** exchanged at an IP associated with a GTE end office. Rate based on most current GTE cost studies.

B. <u>Tandem Switching Rate (Transiting)</u>

Rate applied per MOU:

\$0.0021

This rate applies to all local MOUs exchanged between Nextel and another Local Provider through facilities of GTE. Rate based on most current GTE cost studies.

BILLING FACTORS

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A. <u>Terminating Traffic Factors</u>:

30% GTE to Nextel

70% Nextel to GTE

100% Total 2-way Usage

The **Terminating Traffic** Factors describe the level of local usage originating from **one** Party and terminating to **the** other Party as a percentage of total **2-way** local **traffic** exchanged between the Parties. For example, a factor of 90% for GTE would mean that, of total 2-way local **MOUs** exchanged **between** GTE and Nextel. 90% originated from **a** Nextel wireless end **user** customer and terminated to a GTE end user customer. These factors **are** used to apportion flat rated transport facilities between the **Parties** and **may be used where needed** as a **billing** surrogate. These factors are subject to change **based** upon mutually acceptable **traffic** data on no less than a quarterly basis. If factors are not updated quarterly, the **Parties** shall use the last previously established factors.

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B. <u>Transiting Factor</u>:

2% GTE Transited

The Transiting Factor is used to determine the amount of **traffic** to or from Nextel that transits the GTE network. The Transiting Factor is used when needed to quantify transiting traffic for billing purposes e, when recorded billing data is not sufficiently available. When applied to Nextel originated traffic, the **Transiting** Factor **uniques ine** transiting **traffic** that was generated by Nextel. When applied to Nextel terminated traffic, the Transiting Factor determines the portion of traffic terminating to **Nextel** that was not originated by GTE. **This** factor is subject to change based upon mutually acceptable traffic data no more frequently than every three months. If the factor is not updated quarterly, the Parries shall use the last previously established factor.

C. <u>PLU</u>:

The Percent Local Usage (PLU) Factor describes the potion of Local Traffic exchanged between the Parties that both originated and terminated **within** the same local calling area (MTA) and within the same **LATA**. This Local **Traffic** Factor applies to both originating and terminating **MOUs**.

95%

D. Exempt Traffic Factor: 0%

The Exempt Traffic Factor describes the portion of traffic exchanged between the Parties over local interconnection facilities that is exempt from local compensation. This factor will be used for billing between the Parties until actual exempt usage can be measured. This factor is subject to change based upon mutually acceptable **traffic** data no more frequently than every three months. If the factor is not updated quarterly, the Parties shall use the last previously established factor.

BLOCKS OF 100 NUMBERS

Installation Charge per 1.00 Numbers \$71.**50**Usage Compensation to Nextel. per Month, per Trunk \$5.00

Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of this Agreement. The Installation Charge applies to new blocks of numbers provided pursuant to this Agreement. Only full blocks of 100 numbers will be provided Number blocks are used in association with end office interconnection facilities obtained by Nextel. Nextel is solely responsible for the costs of interconnection facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the, sole compensation to Nextel for local traffic terminating to Nextel over this interconnection arrangement. It applies per month, per DSO trunk or equivalent.

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